

1 MICHAEL C. ORMSBY  
2 United States Attorney  
3 Eastern District of Washington  
4 Aine Ahmed  
5 Assistant United States Attorney  
6 Scott T. Jones  
7 Assistant United States Attorney  
Post Office Box 1494  
Spokane, WA 99210-1494  
Telephone: (509) 353-2767

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

SEP 16 2015

SEAN F. McAVOY, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

8 UNITED STATES DISTRICT COURT  
9 EASTERN DISTRICT OF WASHINGTON

10 UNITED STATES OF AMERICA,

11 Plaintiff,

14-CR-124-SMJ-2

12 vs.

Plea Agreement

14 TIMOTHY EUGENE SUCKOW,

Fed. R. Crim. P. 11(c)(1)(C)

15 Defendant.

16 Plaintiff, United States of America, by and through Michael C. Ormsby, United  
17 States Attorney, for the Eastern District of Washington, and Aine Ahmed and Scott T.  
18 Jones, Assistant United States Attorneys for the Eastern District of Washington, and  
19 Defendant TIMOTHY EUGENE SUCKOW and the Defendant's counsel, Mr. Roger  
20 Peven, agree to the following Plea Agreement:

21 1. Guilty Pleas and Maximum Statutory Penalties:

22 Pursuant to Fed.R.Crim.P. 11(c)(1)(C), the Defendant, TIMOTHY EUGENE  
23 SUCKOW, agrees to plead guilty to every count of the Indictment, CR-14-124-SMJ  
24 ("Indictment") as charged against him filed on September 16, 2014.

25 The Defendant, TIMOTHY EUGENE SUCKOW, agrees to plead guilty to  
26 Count 2 of the Indictment which charges the Defendant with Murder-for-Hire with a  
27 murder in fact being committed, in violation of 18 U.S.C. § 1958.

1       The Defendant, TIMOTHY EUGENE SUCKOW, agrees to plead guilty Count  
2       3 of the Indictment, which charges the Defendant with Conspiracy to Commit  
3       Murder-for-Hire with a murder in fact being committed, in violation of 18 U.S.C.  
4       § 1958.

5       The Defendant, TIMOTHY EUGENE SUCKOW, understands that Counts 2,  
6       and 3 are each Class A felonies, and that the maximum penalty as to **each** count is life  
7       imprisonment; a fine not to exceed \$250,000; a life term of supervised release;  
8       restitution, and a \$100 special penalty assessment.

9       The Defendant, TIMOTHY EUGENE SUCKOW, understands that a violation  
10      of a condition of supervised release as to any count carries an additional penalty of re-  
11      imprisonment for all or part of the term of supervised release without credit for time  
12      previously served on post-release supervision.

13      2. The Court is Not a Party to the Agreement:

14      The Defendant understands that notwithstanding the 11(c)(1)(C) nature of this  
15      Plea Agreement, the Court is not a party to this Plea Agreement and may accept or  
16      reject this Plea Agreement. Sentencing is a matter that is solely within the discretion  
17      of the Court. The Defendant understands that the Court is under no obligation to  
18      accept any recommendations made by the United States and/or by the Defendant; that  
19      the Court will obtain an independent report and sentencing recommendation from the  
20      U.S. Probation Office; and that the Court may, in its discretion, impose any sentence it  
21      deems appropriate up to the statutory maximums stated in this Plea Agreement.

22      The Defendant acknowledges that no promises of any type have been made to  
23      the Defendant with respect to the sentence the Court will impose in this matter.  
24      However, the Defendant also understands that this Plea Agreement is entered pursuant  
25      to Fed. R. Crim. P. 11(c)(1)(C) and that the United States may withdraw from this  
26      Plea Agreement if the Court imposes a lesser sentence than agreed upon. The  
27      Defendant further understands that the Defendant will have the option to withdraw  
28      from this Plea Agreement if the Court imposes a harsher sentence than agreed upon.  
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1           3. Waiver of Constitutional Rights:

2           The Defendant, TIMOTHY EUGENE SUCKOW, understands that by entering  
3 these pleas of guilty the Defendant is knowingly and voluntarily waiving certain  
4 constitutional rights, including:

- 5           (a). The right to a jury trial;  
6           (b). The right to see, hear and question the witnesses;  
7           (c). The right to remain silent at trial;  
8           (d). The right to testify at trial; and  
9           (e). The right to compel witnesses to testify.

10          While the Defendant is waiving certain constitutional rights, the Defendant  
11 understands the Defendant retains the right to be assisted through the sentencing and  
12 any direct appeal of the conviction and sentence by an attorney, who will be appointed  
13 at no cost if the Defendant cannot afford to hire an attorney. The Defendant also  
14 acknowledges that any pretrial motions currently pending before the Court are waived.

15          4. Elements of the Offenses:

16          The United States and the Defendant agree that in order to convict the  
17 Defendant of Count 2, in violation of 18 U.S.C. § 1958 (Murder for Hire), the United  
18 States would have to prove beyond a reasonable doubt the following elements:

19           (a). First, beginning on or about October 1, 2013 and continuing until  
20 on or about December 15, 2013, in the Eastern District of Washington, and elsewhere,  
21 the Defendant used or caused someone else to use an interstate facility, such as a  
22 cellular phone, to facilitate or further the commission of a murder. The commission of  
23 a murder need not have been the only reason, or even the principal reason, for use of  
24 an interstate facility as long as it was one of the reasons for the travel or use of a  
25 facility;

26           (b). Second, the use of an interstate facility was done with the intent  
27 that a murder be committed in violation of the laws of any State or the United States;

(c). Third, the murder in question was intended to be committed as consideration for the receipt of anything of value. This requires that there was a mutual agreement, understanding or promise that something of value would be exchanged for committing the murder. "Anything of value" means money, negotiable instruments, or anything else the primary significance of which is economic advantage; and

(d). But for the Defendant's actions, the victim Douglas Carlile would not have died.

The United States and the Defendant agree that in order to convict the Defendant of Count 3 of the Indictment (Conspiracy to Commit Murder, with a murder in fact being committed), in violation of 18 U.S.C. § 1958, the United States would have to prove beyond a reasonable doubt the following elements:

(a). First, beginning on or about October 1, 2013, and continuing until on or about December 15, 2013, in the Eastern District of Washington, and elsewhere, the Defendant did knowingly agree, combine, and confederate with at least one other person to commit a murder for hire, in violation of 18 U.S.C. § 1958;

(b.) Second, the Defendant knowingly became a member of this conspiracy knowing of its object, which was to commit a murder for hire, in violation of 18 U.S.C. § 1958;

(c). at least one member of the agreement did complete an overt step in furtherance of the agreement knowing of its objective, that was, to commit a murder for hire, in violation of 18 U.S.C. § 1958; and

(d). a murder occurred as a result of the conspiracy.

## 5. Factual Basis and Statement of Facts:

The United States and the Defendant stipulate and agree that the following facts are accurate; that the United States could prove these facts beyond a reasonable doubt at trial; and these facts constitute an adequate factual basis for TIMOTHY EUGENE SUCKOW's guilty pleas. **The Defendant may not have personal knowledge of all**

1 the facts below, but he is stipulating that based on his review of discovery and  
2 discussions with his lawyer, that the United States could prove the following facts  
3 beyond a reasonable doubt at trial. The Defendant further understands that all of  
4 the facts surrounding his conduct and the conduct of the others have not been set forth  
5 in this Plea Agreement, but only those facts sufficient to support his pleas of guilty  
6 have been included. This statement of facts does not preclude either party from  
7 presenting and arguing, for sentencing purposes, additional facts which are relevant to  
8 the guideline computation or sentencing, unless otherwise prohibited in this  
9 agreement.

10 Douglas Jay Carlile (“Carlile”) was murdered on December 15, 2013, by the  
11 Defendant, TIMOTHY SUCKOW, in Spokane, Washington. James HENRIKSON  
12 (“HENRIKSON”) ordered Robert Delao (“Delao”) to contact SUCKOW to commit  
13 the murder. Delao used a cellular telephone to contact Suckow. SUCKOW was to be  
14 paid \$20,000 for the Carlile murder, but was arrested the day before he was to receive  
15 payment.

16 Carlile was shot and killed in his home located at 2505 S. Garfield Road,  
17 Spokane, Washington, which is within the Eastern District of Washington. The  
18 intruder, who was later identified as TIMOTHY SUCKOW, fired seven rounds at  
19 Carlile, striking him six times causing twelve separate gunshot wounds (including exit  
20 wounds). This included a gunshot wound to the mouth area (right below right nostril),  
21 two wounds to the chest area, one wound to the left shoulder area, one wound to the  
22 left rib area, and one wound to the right forearm.

23 Immediately prior to the time of the Carlile murder, both Douglas and his wife,  
24 Alberta, had just returned home around 7:00 p.m. TIMOTHY SUCKOW was  
25 positioned at the side of the Carlile house awaiting his return. After parking the  
26 vehicle in the driveway, Alberta Carlile entered the residence through a back-door.  
27 Doug Carlile went back to close the drive-way gate. He then proceeded into the house  
28 via the same rear-entrance his wife had earlier entered. As he was attempting to close  
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1 the door, TIMOTHY SUCKOW came up behind Carlile. Douglas Carlile noticed that  
2 the door did not close behind him, and turned around and saw SUCKOW. SUCKOW  
3 kicked the door open. SUCKOW then pulled a pistol and pointed it at Carlile.

4 According to Elberta, she was already upstairs when she heard a conversation  
5 downstairs, and assumed one of her sons had come to the house. She heard her  
6 husband say, "You don't have to do this." According to SUCKOW, Carlile softly  
7 said, "Get the gun." SUCKOW then saw Elberta Carlile after she came down the  
8 stairwell, and she appeared to be holding something in her hand. Elberta would  
9 testify that she saw a white male, wearing all black with his head covered (SUCKOW  
10 was wearing a baklava and was wearing a black ballistics vest). According to  
11 Elberta, her husband yelled at her to go back upstairs, and as she ran upstairs, she  
12 heard multiple gun shots. She hid in the bedroom closet and called 911.

13 After SUCKOW shot Carlile multiple times at close range, he ran out of the  
14 same entrance he had come in and proceeded to the back yard, thru the neighbor's  
15 yard, and ran thru the backstreets of the neighborhood and past a local elementary  
16 school. SUCKOW said that after the murder, he contacted Delao and stated, "Tell the  
17 Boss to watch the news."

18 Prior to the murder of Carlile, in late August or early September, 2013, Delao  
19 met with SUCKOW at the Riverfront Park (Spokane, WA) near the Ferris wheel.  
20 Delao mentioned "taking care of someone local." Delao stated that if SUCKOW killed  
21 this person he could take this person's place ("seat on the board") on an oil drilling  
22 venture which had several partners. Of note, SUCKOW had previously killed  
23 Kristopher Clarke in 2012 at the request of HENRIKSON, and had been paid \$20,000  
24 by HENRIKSON to commit this murder. Delao said that SUCKOW could make a  
25 quarter of a million dollars a year which would be paid in quarterly payments.  
26 SUCKOW informed Delao that he was not interested in conducting a second killing,  
27 and asked Delao if could simply beat him up. SUCKOW believed it was too risky and  
28 ridiculous for someone like him who knew nothing about oil drilling to just show-up

1 and take someone's seat on the board. Delao said that he would check with the  
2 "Boss" (HENRIKSON) about just committing an assault. Delao said he would give  
3 SUCKOW the information on Carlile and he would send it via a bogus email account.  
4 SUCKOW asked how much he would get paid for committing an assault rather than a  
5 murder. Delao responded that he would have to check with the Boss, but that it would  
6 probably be a couple of thousand dollars for just beating him up, and more money for  
7 a murder.

8 Approximately three weeks after meeting with Delao in Spokane, SUCKOW  
9 received an email from Delao with a photograph of Carlile as well as Carlile's address  
10 (this email with photo and address was recovered by law enforcement). Delao would  
11 testify he acquired this photo from HENRIKSON. Delao also texted SUCKOW to  
12 treat Carlile as a Piñata, which SUCKOW took to mean that he was just to give Carlile  
13 a beating. However, according to SUCKOW, Delao informed him that HENRIKSON  
14 wanted Carlile murdered and not just beat up. SUCKOW informed Delao and said  
15 that he did not think that was such a good idea. Delao responded via text, and stated  
16 that he had spoken to the Boss, and that a "piñata party" would be sufficient.  
17 However, by October, 2013, Delao again contacted SUCKOW and stated that the  
18 Boss wanted Carlile murdered. SUCKOW agreed to murder Carlile. SUCKOW  
19 stated he was willing to do a murder rather than just a beating because he needed the  
20 money, and the \$2000 he was going to be paid for beating Carlile up would not be  
21 sufficient. The Defendant admits he used a cellular phone and email to coordinate the  
22 murder, and that he was promised a \$20,000 to commit the murder, and that the  
23 money was supposed to come from James HENRIKSON like it had on the previous  
24 occasion, when the Defendant had killed Kristopher Clarke in North Dakota.

25       6. United States Sentencing Guideline Calculations:

26       The Defendant understands and acknowledges that the United States Sentencing  
27 Guidelines (hereinafter "U.S.S.G.") are applicable to this case and that the Court will  
28

1 determine the Defendant's applicable sentencing guideline range at the time of  
2 sentencing.

3 a) Offense Level:

4 The United States and the Defendant do not agree nor does either party make  
5 any representation as to the offense level. But for the Fed.R.Crim.P 11(c)(1)(C)  
6 nature of this Plea Agreement, the United States submits that the Defendant would be  
7 facing multiple sentences of life imprisonment. The United States does agree to  
8 reduce the Defendant's final offense level, as will be calculated in the U.S.  
9 Probation's Presentence Investigation Report, by three (3) offense levels pursuant to  
10 U.S.S.G. § 3E1.1(a) and (b) if the Defendant pleads guilty and demonstrates a  
11 recognition and an affirmative acceptance of personal responsibility for the criminal  
12 conduct; provides complete and accurate information during the sentencing process;  
13 does not commit any obstructive conduct; accepts this Plea Agreement; and enters  
14 pleas of guilty no later than September 16, 2015. The Defendant and the United  
15 States agree that the United States may at its option and upon written notice to the  
16 Defendant, not recommend a three (3) level downward reduction for acceptance of  
17 responsibility and timely plea if, prior to the imposition of sentence, the Defendant is  
18 charged or convicted of any criminal offense whatsoever or if the Defendant tests  
19 positive for any controlled substance.

20 Furthermore, the Defendant agrees to pay the \$200.00 mandatory special  
21 penalty assessment to the Clerk of Court for the Eastern District of Washington, at or  
22 before sentencing, and shall provide a receipt from the Clerk to the United States  
23 before sentencing as proof of this payment, as a condition to this recommendation by  
24 the United States.

25 b) Criminal History:

26 The United States and the Defendant understand that the Defendant's criminal  
27 history computation is tentative and that ultimately the Defendant's criminal history  
28 category will be determined by the Court after review of the Presentence Investigative  
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1 Report. The United States and the Defendant have made no agreement and make no  
2 representations as to the criminal history category, which shall be determined after the  
3 Presentence Investigative Report is completed.

4       7. Incarceration:

5       a) Length of Imprisonment:

6 Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and Defendant agree  
7 to recommend that the Court impose a sentence of incarceration of thirty (30) years  
8 imprisonment followed by a term of life supervised release. The Defendant  
9 understands that there is condition precedent to this recommendation. The Defendant  
10 understands that he must truthfully and completely testify at any federal or state  
11 proceeding that the Government (meaning the United States, the State of Washington  
12 or State of North Dakota) requests that he testify at, and that he also understands that  
13 he will not be sentenced until his cooperation is deemed complete by the United  
14 States. The Defendant understands that he must participate in debriefings requested  
15 by law enforcement, and that he must provide complete and truthful answers during  
16 these debriefings. If the Defendant fails any of these conditions, then he understands  
17 that the 11(c)(1)(C) nature of this Plea Agreement will not be followed by the United  
18 States, and that the United States will consider this Plea Agreement to be null and  
19 void. The Defendant understands that he does not have the right to contest the United  
20 States' assessment of his cooperation, and that the United States alone will determine  
21 if he has provided complete and truthful testimony.

22 The Defendant understands that he may withdraw from the Plea Agreement if  
23 the Court sentences him to more than thirty (30) years imprisonment and that the  
24 United States may withdraw from the Plea Agreement if the Court sentences the  
25 Defendant to less than thirty (30) years imprisonment. If the Court sentences the  
26 Defendant to no more than thirty (30) years incarceration followed by a term of life  
27 supervised release, the Defendant understands he cannot withdraw from this Plea  
28 Agreement.

1       8. Criminal Fine:

2              The United States and the Defendant are free to make whatever  
3 recommendation concerning the imposition of a criminal fine that they believe is  
4 appropriate.

5       9. Supervised Release:

6              Pursuant to Fed.R.Crim.P 11(c)(1)(C), the United States and the Defendant  
7 agree to recommend that the Court impose a life term of supervised release.

8       10. Forfeiture:

9              The Defendant, TIMOTHY EUGENE SUCKOW, agrees to voluntarily forfeit  
10 any and all right, title and interest he has or may have in the following in favor of the  
11 Spokane Police Department, and if requested, hereby agrees to execute any and all  
12 forms or pleadings necessary to effectuate the forfeiture of the below-listed firearms to  
13 the Spokane Police Department. The Defendant waives further notice of forfeiture and  
14 disposal of the firearms and consents to their destruction.

15              FIREARMS

16       1. Springfield Semi-Automatic Handgun, Model 1911 A1, SN 6127;

17       2. Mossberg Pistol-Grip Shotgun, Model 500A, SN L248448;

18       3. Remington Pistol-Grip Shotgun and Green Gun Case, Model 870,  
19              SN [Covered];

20       4. IZMASH Semi-Auto Rifle and Case, Model SAIGA, SN 02003900  
21              ?[Obscured];

22       5. Marlin Lever-Action Rifle, Model 1895g, SN MR07785B;

23       6. Semi-Auto Rifle and Case, Model SKS, SN 23002032;

25       7. Ruger Semi-Auto Rifle and Case, Model 10/22, SN 246-84604;

27       8. Remington Semi-Auto Rifle and Case, Model 522, SN 3174713;

28       9. Ruger Rifle and Case, Model Ranch, SN 188-99918;

- 1       10. Winchester Rifle and Case, Model 94, SN 4690748;
- 2       11. Ruger Pistol and Case, Model P94, SN 340-85126;
- 3       12. HI Point Pistol and Holster, Model C9, SN P1550014;
- 4       13. Raven Arms Semi-Auto Pistol with Magazine and Cartridges, Model  
5           P25, SN 356967;
- 6       14. Mauser Bolt-Action Rifle, Model 98, SN 9103;
- 7       15. Mauser Bolt-Action Rifle, Model 98, SN 6621;
- 8       16. Mauser Bolt-Action Rifle, Model 98, SN A8713; and,
- 9       17. Ruger Semi-Auto Rifle, Model 10/22, SN 350-42160.

11       11. Restitution:

12       The United States and the Defendant hereby stipulate and agree that, pursuant  
13       to 18 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution. The  
14       Defendant and United States agree to submit their respective calculations as to  
15       restitution to the Court at least thirty (30) days prior to sentencing.  
16

17       12. Mandatory Special Penalty Assessment:

18       The Defendant agrees to pay the \$200.00 mandatory special penalty assessment  
19       to the Clerk of Court for the Eastern District of Washington, at or before sentencing,  
20       pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United  
21       States before sentencing as proof of this payment.  
22

23       13. Payments While Incarcerated:

24       If the Defendant lacks the financial resources to pay the monetary obligations  
25       imposed by the Court, the Defendant agrees to earn the money to pay toward these  
26       obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility  
27       Program.  
28

1           14. Additional Violations of Law Can Void Plea Agreement:

2           The Defendant and the United States agree that the United States may at its  
3 option and upon written notice to the Defendant, withdraw from this Plea Agreement  
4 or modify its recommendation for sentence if, prior to the imposition of sentence, the  
5 Defendant is charged or convicted of any criminal offense whatsoever or if the  
6 Defendant tests positive for any controlled substance.

7           15. Appeal Rights:

8           Defendant understands that waives his to appeal or challenge the convictions  
9 and sentence imposed by the Court so long as the Court accepts the Plea Agreement  
10 and the Defendant receives a sentence of no more than thirty (30) years imprisonment  
11 and term of life supervised release, as well as a criminal fine of no more than \$300.00  
12 and restitution, the Defendant expressly waives his right to file any post-conviction  
13 motion attacking his conviction and sentence, including a motion pursuant to 28  
14 U.S.C. § 2255, except one based upon ineffective assistance of counsel based on  
15 information not now known by Defendant and which, in the exercise of due diligence,  
16 could not be known by Defendant by the time the Court imposes the sentence.

17           Nothing in this Plea Agreement shall preclude the United States from opposing  
18 any motion for reduction of sentence or other attack of the conviction or sentence,  
19 including but not limited to proceedings pursuant to 28 U.S.C. § 2255 (Writ of Habeas  
20 Corpus). Should this conviction be set aside, reversed, or vacated, this Plea  
21 Agreement is null and void and the United States may institute or re-institute any  
22 charges against the Defendant and make derivative use of any statements or  
23 information the Defendant has provided.

24           16. Integration Clause:

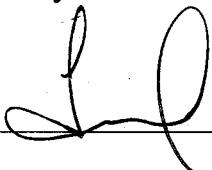
25           The United States and the Defendant acknowledge that this document  
26 constitutes the entire Plea Agreement between the United States and the Defendant,  
27 and no other promises, agreements, or conditions exist between the United States and  
28 the Defendant concerning the resolution of the case. This Plea Agreement is binding  
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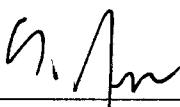
1 only upon the United States Attorney's Office for the Eastern District of Washington,  
2 and cannot bind other federal, state or local authorities. The United States and the  
3 Defendant agree that this agreement cannot be modified except in a writing that is  
4 signed by the United States and the Defendant.

5 Approvals and Signatures

6 Agreed and submitted on behalf of the United States Attorney's Office for  
7 the Eastern District of Washington.

8 MICHAEL C. ORSMBY  
9 United States Attorney

10   
11 Aine Ahmed  
12 Assistant U.S. Attorney

13 Date  
14 

15 9/16/15

16 Scott T. Jones  
17 Assistant U.S. Attorney

18 Date  
19 

20 9/16/15

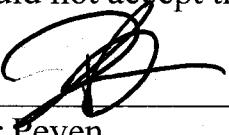
21 I have read this Plea Agreement and have carefully reviewed and discussed  
22 every part of the agreement with my attorney. I understand and voluntarily enter into  
23 this Plea Agreement. Furthermore, I have consulted with my attorney about my  
24 rights, I understand those rights, and I am satisfied with the representation of my  
attorney in this case. No other promises or inducements have been made to me, other  
than those contained in this Plea Agreement and no one has threatened or forced me in  
any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am  
guilty.

25   
26 TIMOTHY EUGENE SUCKOW  
27 Defendant

28 Date  
29 

30 9-16-15

1 I have read the Plea Agreement and have discussed the contents of the  
2 agreement with my client. The Plea Agreement accurately and completely sets forth  
3 the entirety of the agreement between the parties. I concur in my client's decision to  
4 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
5 Court should not accept the Defendant's plea of guilty.

6   
7 Mr. Roger Feven  
8 Attorney for the Defendant

9 9.16.15  
10 \_\_\_\_\_  
11 Date